

**PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**  
**COMMUNITY YOUTH DEVELOPMENT GRANT RECIPIENT AGREEMENT**

This agreement is between the Community Health Division of Placer County Health and Human Services ("COUNTY") and Recipient of the Community Youth Development Grant ("RECIPIENT").

WHEREAS COUNTY has selected RECIPIENT as a recipient of a grant;

WHEREAS in order to receive the grant, RECIPIENT agrees to certain terms and restrictions with respect to the usage of the grant funds and the reporting responsibilities of the usage to the COUNTY, as set forth more particularly below;

WHEREAS the grant funds received by RECIPIENT will be used to provide all services described in the grant application submitted by RECIPIENT in response to the Request for Community Youth Development Grant Proposals (as announced by the Placer County Health and Human Services Community Health Division, Strengths and Assets Promotion on August 29, 2003);

In consideration of the mutual promises hereinafter contained, the parties agree as follows:

1. Grant and Funding. Pursuant to the terms of this Agreement, COUNTY shall make a grant to RECIPIENT in the amount of \$ \_\_\_\_\_. All funds expended through this grant will be in accordance with the above-referenced grant application.

2. Grant Conditional. The grant is contingent, not absolute. The Parties recognize that if RECIPIENT does not fulfill all conditions, COUNTY reserves the right, in its sole discretion, to terminate the agreement and RECIPIENT shall return all funding not used as described. Failure to meet the described terms and conditions shall cause RECIPIENT to be ineligible for consideration for future grant funding.

3. Reports to COUNTY. RECIPIENT agrees throughout and upon termination of this Agreement to furnish to COUNTY all records and reports as described in the Request for Grant Proposal in a timely manner, and further agrees to promptly answer all inquiries of the COUNTY with respect to the use of the grant funds.

4. Hold Harmless. The RECIPIENT hereby agrees to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and defend any such claims, demand, or suit at the sole expense of the RECIPIENT. This provision is not intended to create any cause of action in favor of any third party against RECIPIENT or the COUNTY or to enlarge in any way the RECIPIENT'S liability but is intended solely to provide for indemnification of COUNTY from liability for damages or injuries to third persons or property arising from RECIPIENT'S performance pursuant to this contract or agreement. As used above, the term COUNTY means Placer County, any division thereof or its officers, agents, employees, and volunteers.

5. Independent Contractor. In the performance of this agreement, RECIPIENT, its agents and employees are, at all times, acting and performing as independent contractors, and this agreement creates no relationship of employer and employee as between COUNTY and RECIPIENT.

6. Notices and Communications. All notices and other communications between the Parties, unless otherwise indicated under this Agreement, shall be in writing between the signatories at the addresses listed below.

RECIPIENT

COUNTY

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(Recipient Name)  
(Address)  
(City/ST/ZIP)  
(Phone)

Placer County Community Health  
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